

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Police

AGENDA DATE: March 14, 2006

CONTACT PERSON/PHONE: Mr. Stuart Ed, 564-7301

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve an Interlocal Agreement between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of the Blood Alcohol Testing Program (BATP). The agreement ensures that the City of El Paso Police Department will continue its' existing BATP and that the County of El Paso will forward all fees collected from those convicted of Driving While Intoxicated to the City of El Paso on a quarterly basis.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Previously, there was no agreement between the City of El Paso and the County of El Paso for the collection and disbursement of DWI fees. The Texas Code of Criminal Procedure, Article 102.016 allows for the collection of fees to assist in the administration of a BATP. The City of El Paso Police Department is the only local agency that administers such a BATP, while is used to support all area law enforcement agencies, to include the El Paso Sheriff's Office.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

There is no cost for the agreement. The City of El Paso will collect funds to support the Police Department's BATP.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso and the County of El Paso to increase the efficiency and effectiveness of the Blood Alcohol Testing Program (BATP) and to ensure that the City of El Paso Police Department will continue its existing BATP and the County of El Paso will forward all fees collected from those convicted of Driving While Intoxicated to the City of El Paso on a quarterly basis to defray the cost of maintaining and supporting the Program.

ADOPTED this 14th day of March, 2006.

THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Ernesto Rodriguez
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This agreement is entered into on the 14th day of March, 2006, by and between the City of El Paso, Texas, hereinafter called "City", and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

Whereas, the Texas Code of Criminal Procedure, Article 102.016 authorizes municipal and county governments that maintain a certified breath alcohol testing program to retain \$22.50 of court costs collected from defendants convicted of offenses under Chapter 49 of the Texas Penal Code, other than an offense that is a Class C misdemeanor, to defray the costs of maintaining and supporting the program; and

Whereas, the City of El Paso does have a certified breath alcohol testing program that qualifies under Article 102.016 of the Texas Code of Criminal Procedure; and

Whereas, the City's breath alcohol testing program is utilized by all law enforcement entities in the County of El Paso; and

Whereas, the County of El Paso collects court costs from convicted defendants in criminal cases; and

Whereas, such a consolidated effort in the collection and appropriate distribution of court costs in accordance with Article 102.016 of the Texas Code of Criminal Procedure is in each party's best interests and that of the public and that this agreement will increase the effective and efficient functioning of each party and assist in retaining funds locally that are needed to maintain and improve the City of El Paso's breath alcohol testing program; and

Whereas, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

Whereas, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1.0 Duties of the City.

1.1 The City agrees to maintain a breath alcohol testing program that qualifies under Article 102.016 of the Texas Code of Criminal Procedure for the retention of court costs locally, and to provide a certified technical supervisor as specified by Article 102.016 of the Code of Criminal Procedure, who will be responsible for maintaining and supporting a certified alcohol breath testing program.

1.2 The City agrees to allow all law enforcement entities in the County of El Paso to use and benefit from its breath alcohol testing program.

1.3 The City agrees to keep records as to all funds received from the County under this agreement. These records must also reflect all disbursements of these funds. The City agrees to provide whatever documentation and assistance is necessary to ensure that all reporting requirements under Article 102.016 of the Texas Code of Criminal Procedure are met. This assistance includes providing the County access to or copies of any records necessary to complete the required reporting under Article 102.016 of the Texas Code of Criminal Procedure.

1.4 The City agrees to return to the County any money received from the County that the State of Texas, by and through the State Comptroller's Office, determines was improperly retained by the County. This reimbursement must be made within thirty (30) days of receiving the written notice of the demand for repayment.

1.5 The City agrees to use any money received from the County under this agreement for the maintenance and support of its breath alcohol-testing program in accordance with Article 102.016 of the Texas Code of Criminal Procedure.

2.0 Duties of the County.

2.1 The County agrees to retain \$22.50 from court costs actually collected from each defendant convicted of an offense under Chapter 49 of the Texas Penal Code and placed on probation in accordance with Article 102.016 of the Texas Code of Criminal Procedure. The City understands that the County can only collect court costs when authorized by the Court from defendants convicted of an offense under Chapter 49 of the Texas Penal Code and placed on probation by the Court. The City further understands that court costs are often collected in installments, so the County follows the State Comptroller's Allocation Rules concerning the distribution of partial court costs collected. Therefore, the County is only agreeing to retain the percentage allowed under these allocation rules on partial payments.

2.2 The County agrees to forward any court costs retained under Article 102.016 of the Texas Code of Criminal Procedure to the City. The court costs will be forwarded by the County to the City on a quarterly basis (on or before the first business day in February, May, August, and November) to correspond with the State Comptroller's payment and reporting requirements. Along with the court costs, the County agrees to forward a report that reflects the following information about the relevant court costs collected from defendants convicted of offenses under Chapter 49 of the Texas Penal Code: the receipt number, the cause number, name of defendant, the date fee collected, and the amount of payment.

2.3 The County agrees that any court costs that have already been collected in accordance with Article 102.016 of the Texas Code of Criminal Procedure that are in the possession of the County at the time this agreement is executed shall be forwarded to the City within thirty days of the execution of this agreement.

2.4 The County agrees to comply with any reporting requirements in accordance with Article 102.016 of the Texas Code of Criminal Procedure.

3.0 Term and Termination.

This contract shall become effective upon its date of execution by the parties and shall remain in effect until August 31, 2006 and shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by sixty (60) days written notice to terminate by either party.

Notice shall be made to:

To the City:

City Manager
City of El Paso
2 Civic Center Plaza
El Paso, TX 79901

To the County:

County Judge
County of El Paso
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901

4.0 Miscellaneous.

4.1 This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas.

4.2 This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

4.3 This agreement may not be assigned by either party in whole or in part.

4.4 In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

EXECUTED this 14th day of March, 2006:

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Ernesto Rodriguez
Assistant City Attorney

THE COUNTY OF EL PASO

Dolores Briones
County Judge

ATTEST:

Waldo Alarcon
County Clerk

APPROVED AS TO FORM:

Holly C. Lytle
Assistant County Attorney